


IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED
2007 DEC 12 PM 12:02
CLERK US DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY  DEPUTY

UNITED VAN LINES,
PLAINTIFF,

V.

EMEKA UCHENDU AND
NEW ERA TECHNOLOGIES, MD, INC.,
DEFENDANTS.

§
§
§
§
§
§
§

CAUSE NO. A-05-CA-961-LY

ORDER

Before the Court is the above-referenced cause. On December 12, 2007, the Court was notified by counsel for Plaintiff that the parties had reached a settlement. Plaintiff's counsel further submitted to the Court a letter confirming the parties' agreement.¹ In light of Plaintiff's representations regarding settlement,

IT IS ORDERED that the parties shall file a motion to dismiss or stipulation of dismissal **on or before January 14, 2008**. Failure to comply with the Court's Order will result in the reinstatement of the case and the rescheduling of a trial date.

IT IS FURTHER ORDERED that the Bench Trial scheduled to commence on December 17, 2007, at 2:00 p.m. is **CANCELED**.

SIGNED this 12th day of December, 2007.


LEE YEAKEL
UNITED STATES DISTRICT JUDGE

¹ The letter is attached as "Exhibit 1" to this Order.

01/01/2003 00:44 4106631390

NEWERATECH

PAGE 03

HENRY ODDO AUSTIN & FLETCHER
A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

1700 PACIFIC AVENUE
SUITE 2700
DALLAS, TEXAS 75201

TELEPHONE (214) 658-1200

FACSIMILE (214) 658-1000

December 6, 2007

Via facsimile and e-mail
Mr. Donald T. Cheatham
604 A West 9th Street
Austin, Texas 78701

RE: *United Van Lines, LLC v. Emeka Uchendu and New Era Technologies, MD., Inc.*;
No. A05CA961 LY, in the United States District Court for the Western District of Texas,
Austin Division

Dear Don:

It is my understanding that we have an agreement that defendants will release all of the claims the defendants have against United, Insite, American Relocation, and any United driver, agent or employee, for damage to the goods made the basis of this case in exchange for payment by United in the total amount of \$10,000. The defendants must agree to indemnify and hold United harmless from any subrogation claims by defendants' insurers or other subrogating parties, if any, for the damage to the shipment made the basis of this case. The defendants may accept this settlement offer only by your signature on this letter and the defendants' signature on this letter where indicated. **THIS CASE IS NOT SETTLED UNTIL I RECEIVE A FAX REFLECTING THE SIGNATURES OF YOU AND BOTH OF YOUR CLIENTS ON A COPY OF THIS LETTER. UNTIL THAT TIME, THE COURT'S ORDER REQUIRING FULL AND COMPLETE DISCOVERY RESPONSES IS STILL IN EFFECT, AND UNITED WILL CONTINUE ITS TRIAL PREPARATIONS ACCORDINGLY.** The purpose of this requirement is to prevent any of the parties to this case from changing their minds and seeking to back out of this agreement. Upon receipt of this letter signed by you and both of your clients, I will immediately order a settlement check from United. Please provide me with a tax identification number for the settlement check as well as payee instructions.

Attached to the email version of this letter are the Plaintiff's written discovery requests in word perfect format. This is the third time we have served these on you, and we are under no obligation to do so this time or ever again.

"Exhibit 1"

01/01/2003 00:44 4106631390

NEWERATECH

PAGE 04

Mr. Donald T. Cheatham
December 6, 2007
Page 2

Yours very truly,

HENRY ODDO AUSTIN & FLETCHER
A Professional Corporation

By: *Vic H. Henry by Janette Henry*
Vic H. Henry

VHH/jdg

Agreed:

[Signature]
Eneka Uchendu

[Signature]
New Era Technologies, Md. Inc.

[Signature]
Donald T. Cheatham
Attorney for Defendants